



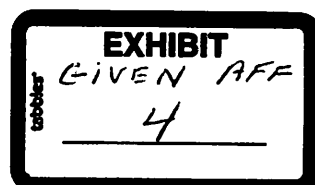
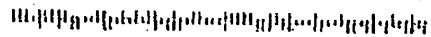
Division of Land and Water Resources • State Fairgrounds  
P.O. Box 19231 • Springfield, Illinois 62794-0231

Cheryl G. Given  
8212 Fox Run Lane  
Knoxville, TN 37919

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**Illinois**  
Department of  
**Agriculture**

Pat Quinn, Governor  
Robert F. Flider, Director

**Bureau of Land and Water Resources**

State Fairgrounds • P.O. Box 19281 • Springfield, IL 62794-9281 • 217/782-6297 • TDD 217/524-6858 • Fax 217/557-0993

September 10, 2013

Dear Landowner:

As the owner of land across which Ameren Transmission Company of Illinois (AXTI) is planning to construct the Illinois Rivers 345 kV electric transmission line/distribution facilities across agricultural land, the Illinois Department of Agriculture would like to inform you of the following matter.

Effective November 8, 2012, AXTI and the Illinois Department of Agriculture (IDOA) entered into an Agricultural Impact Mitigation Agreement (copy enclosed) establishing standards and policies that AXTI will follow as it constructs the transmission line across agricultural land. The Agricultural Impact Mitigation Agreement (AIMA) will provide a significant level of protection to such land, but it may not address specific concerns that you may have. Such concerns must be addressed individually in your own easement contract.

The AIMA is now being sent to landowners since the Illinois Commerce Commission has approved the project. As you review the enclosed AIMA, you may find procedures that you would like to change. Your right to negotiate changes is preserved by Paragraph A on page one of the AIMA. It states, "*All mitigative actions within this agreement are subject to any negotiations between landowners and the Company, provided such changes are negotiated in advance of any construction, maintenance or repairs.*" You can discuss the changes you desire with the right-of-way agent that is assigned to you. It may also be advisable to work with your own attorney to make sure your interests are protected.

As you consider your personal interests, the Department is providing you with a listing of additional items (enclosed) that you may want to address in your easement contract. None of these items are covered in the AIMA. They do, however, come to our attention periodically. We feel they are best left to landowners to address in their individual easement contracts if any of them are of concern. You may also want to include the owner indemnification clause in your individual easement agreement to protect yourself, your family and future heirs against future claims or expenses arising from the electric transmission line construction and maintenance.

Please note that although the IDOA has entered into the AIMA with Ameren Illinois, it does not constitute our endorsement of the project. If you have questions, feel free to contact Terry Savko of my staff at 217-785-4458, by email at [terry.savko@illinois.gov](mailto:terry.savko@illinois.gov) or at the address listed above.

Sincerely,

Steven D. Chard, Acting Chief  
Bureau of Land and Water Resources

Enclosures-2  
SDC:TS

cc: Robert F. Flider, IDOA, Ray Watson, IDOA;  
Rae Payne, IL Farm Bureau; IL Farm Bureaus  
in Adams, Brown, Cass, Champaign,  
Christian, Clark, Coles, Edgar, Fulton, Macon,  
Montgomery, Morgan, Moultrie, Pike,  
Sangamon, Schuyler, Scott and Shelby

Counties; IL Soil and Water Conservation  
Districts in Adams, Brown, Cass, Champaign,  
Christian, Clark, Coles, Edgar, Fulton, Macon,  
Montgomery, Morgan, Moultrie, Pike,  
Sangamon, Schuyler, Scott and Shelby  
Counties

**AGRICULTURAL IMPACT MITIGATION AGREEMENT**  
between the  
**AMEREN TRANSMISSION COMPANY OF ILLINOIS**  
and the  
**ILLINOIS DEPARTMENT OF AGRICULTURE**  
Pertaining to the Construction of the  
**Illinois Rivers 345 kV Electric Transmission Line**  
in Adams, Brown, Cass, Champaign, Christian, Clark, Coles, Edgar, Fulton, Macon,  
Montgomery, Morgan, Moultrie, Pike, Sangamon, Schuyler, Scott, and Shelby Counties  
in Illinois

For system improvements which Ameren Transmission Company of Illinois (hereafter referred to as Company) has financial and/or technical oversight, the Illinois Department of Agriculture (IDA) and the Company agree to the following standards and policies that the Company will implement as it constructs a 345 kV electric transmission line/distribution facilities on agricultural land in Illinois. These standards and policies will serve to minimize the negative agricultural impacts that may result due to transmission line construction.

The below prescribed construction standards and policies only apply to construction activities occurring partially or wholly on privately owned agricultural land. They do not apply to construction activities occurring on highway or railroad right-of-way or on other publicly owned land. The Company will, however, adhere to the construction standards relating to the repair of drainage tile (Item No. 5 in the Agreement) regardless of where drainage tile is encountered.

The mitigative actions specified in the construction standards set forth in this Agricultural Impact Mitigation Agreement (Agreement) will be implemented in accordance with the conditions listed below:

- A. All mitigative actions are subject to modification through negotiation by landowners and a representative of the Company, provided such changes are negotiated in advance of any construction, maintenance, or repairs.
- B. The Company may negotiate with landowners to carry out the mitigative actions that landowners wish to perform themselves.
- C. All mitigative actions employed by the Company pursuant to this Agreement, unless otherwise specified in this Agreement, will be implemented within 45 days of completion of the transmission line facilities on any affected property, weather and landowner permitting. Temporary repairs will be made by the Company during the construction process as needed to minimize the risk of additional property damage that may result from an extended construction time period. If weather delays the completion of any mitigative action beyond the 45 day period, the Company will provide the landowner(s) with a written estimate of the time needed for completion of the mitigative action.
- D. Mitigative actions pursuant to this Agreement will extend to associated future construction, maintenance, and repairs by the Company.
- E. The Company agrees to include this Agreement as part of its submissions to the ICC and hereby agrees to the inclusion of the terms contained in this Agreement in any environmental assessment and/or environmental impact statement that may be prepared on the project.

- F. The Company will implement the mitigative actions contained in this Agreement to the extent that they do not conflict with the requirements of any applicable federal, state, or local rules, regulations, or other permits and approvals that must be obtained by the Company for the project.
- G. If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

### **Definitions**

- Agricultural Land** – Land used for cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs.
- Company** – Utility company proposing the construction of the electrical transmission line.
- Cropland** – Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently in a government set-aside program and pastureland comprised of prime farmland.
- Electric Line** – Includes electric transmission and distribution lines, substations, and their associated components.
- Landowner** – Person(s) holding legal title to property on the electric transmission line route from whom the Company is seeking, or has obtained, a temporary or permanent easement, or any person(s) legally authorized by a landowner to make decisions regarding the mitigation or restoration of agricultural impacts to such landowner(s) property.
- Prime Farmland** – Agricultural land comprised of soils that are defined by the USDA Natural Resources Conservation Service as being "Prime" soils (generally considered the most productive soils with the least input of nutrients and management).
- Right-of-Way** – Includes the permanent and temporary easements that the Company acquires for the purpose of constructing electric facilities.

## **Electric Transmission Line Standards and Policies**

### **1. Support Structures**

- A. Only single pole support structures will be used.
- B. All support poles will be spaced in such a manner so as to minimize their placement on cropland.

### **2. Land to be Purchased via Fee Simple Acquisition**

The Company does not intend to purchase and retain land in fee simple for the right of way corridor needed for the electric transmission line.

### **3. Above Ground Facilities**

There will be no above ground facilities located on cropland other than the support structures, conductors, guy wires, and anchors. Access roads, if needed, will be located by agreement with landowners.

### **4. Drainage Tile**

- A. If tiling is practiced in the area where a transmission line is to be constructed, the Company will send a letter to all landowners to request information as to whether support structure locations will interfere with any drainage tile.
- B. If the Company is advised of possible drainage tile interference with a support structure location, then the Company will conduct an engineering evaluation to determine if the support structure can be relocated to avoid interference with the tile. The Company will make its best efforts to relocate the support structure if the engineering integrity of the electric transmission line can be maintained.
- C. If the tile is intercepted and will be relocated per an agreement between the Company and the affected landowner, the tile shall be located not less than 50 feet upstream and 50 feet downstream of the interception. The tile shall be rerouted over that 100+ feet according to the recommendations of the *Illinois Drainage Guide*, Circular 1226, Cooperative Extension Service, College of Agricultural, Consumer and Environmental Sciences, University of Illinois at Urbana-Champaign, 1984. In no case shall the length of the rerouted tile exceed 125% of the length of original tile line that will be replaced.
- D. If the tile line is intercepted and repair is necessary, but no repair specifications are available from the county Soil and Water Conservation District, the Company shall reference the USDA Natural Resources Conservation Service Conservation Practice Standard document, "SUBSURFACE DRAIN" - CODE 606, to aid in the repair of the damaged tile.

### **5. Damages to Private Property**

- A. The Company will make every reasonable effort to repair, replace, or pay to repair or replace damaged private property within 45 days, weather and landowner permitting, after the transmission line has been constructed across the effected property.
- B. If the landowner is paid for any work that is needed to correct damage to his/her property, the Company will pay the ongoing commercial rate for such work.

- C. The Company will remain liable to correct damages to private property beyond the construction of the transmission line, to associated future construction, maintenance, and repairs as well.

**6. Restoration of Soil for Compaction and Rutting**

- A. The Company, unless the landowner opts to do the restoration work, will chisel to a depth of 18 inches all cropland, which has been traversed by construction equipment to alleviate compaction impacts, unless the landowner specifies other arrangements that are acceptable to the Company.
- B. The Company will chisel to a depth of 12 inches all pasture and hayland that has been traversed by construction equipment to alleviate compaction impacts, unless the landowner specifies other arrangements that are acceptable to the Company.
- C. The Company will chisel or pay to have chiseled all compacted and rutted soil, weather and landowner permitting, after the transmission line has been constructed across any affected property.

**7. Fertilization of Disturbed Soils**

- A. If desired by the landowner, the Company will agree to apply fertilizer and lime to land disturbed by construction at a rate specified by the local University of Illinois Extension office to help restore the fertility of disturbed soils and enhance the establishment of a vegetative cover to control soil erosion.
- B. Unless other arrangements are made with the landowner, the Company will apply fertilizer and lime to the disturbed right-of-way within 45 days, weather and landowner permitting, after the transmission line has been constructed across an affected property.

**8. Repair of Damaged Soil Conservation Practices**

- A. The Company will repair or pay the landowner to repair any soil conservation practices (such as terraces, grassed waterways, etc.), which are damaged by the transmission line's construction.
- B. If the Company is responsible for repairing any damaged soil conservation practices, the repairs will be made in accordance with the specifications of the county Soil and Water Conservation Districts (unless the landowner and the Company agree to other repair specifications).
- C. The Company will repair or pay to have repaired damaged soil conservation practices within 45 days, weather and landowner permitting, of the transmission line's construction across any affected property.

**9. Removal of Construction Debris**

- A. The Company will remove from the landowner's property all material that was not there before construction commenced and which is not an integral part of the transmission line. (Note: Such material to be removed would also include litter generated by the construction crews.)
- B. The Company will make all reasonable efforts to ensure that all construction debris will be removed within 45 days, weather and landowner permitting, after the transmission line has been constructed.

**10. Preventing Erosion**

- A. The Company will work with landowners to prevent or correct excessive erosion on all lands disturbed by construction by implementing reasonable methods to control erosion as suggested by the landowner. Temporary erosion control measures will be put in place as needed during construction until final erosion control measures are implemented according to 10.C. listed below.
- B. If the landowner A) does not suggest a reasonable erosion control method, or B) does not suggest any method of erosion control, the Company will follow the recommendations of the county Soil and Water Conservation District.
- C. The Company will use all reasonable efforts to ensure that erosion control measures are implemented, or pay the landowner to do so, within 45 days, weather and landowner permitting, following the construction of the transmission line across any affected property subject to erosion.

**11. Soil Removed from Support Structures Holes/Foundations**

- A. Excess soil material will be generated from the area displaced by the foundation for the support structures. The Company will remove the excess soil material in tillable and pasture lands.

**12. Clearing of Trees and Brush from the Easement**

- A. If trees are to be removed from privately owned land, the Company will consult with the landowner to see if there are trees of commercial or other value to the landowner.
- B. If there are trees of commercial or other value to the landowner, the Company will allow the landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to the commencement of land clearing.
- C. The Company's intent is to windrow trees and brush of no value; however, it will follow the landowner's desires, if reasonable, regarding the disposition of trees and brush of no value to the landowner by windrowing, burial, chipping or complete removal from any affected property.

**13. Advance Notice of Access to Private Property**

- A. The Company will provide the landowner with a minimum of 24 hours prior notice before accessing his/her property for the purpose of constructing the transmission line.
- B. Prior notice shall consist of either personal contact, telephone contact, or written notice whereby the landowner is actually informed of the Company's intent to access the landowner's land. The landowner need not acknowledge receipt of the notice before the Company enters the landowner's property.

**14. Reporting of Inferior Agricultural Impact Mitigation Work**

Prior to the construction of the transmission line, the Company will provide the landowner with a number to call to alert the Company should the landowner observe inferior work relating to the agricultural impact mitigation work that performed on the owner's property.

### 15. Indemnification

The Company will indemnify all owners of agricultural land upon which such transmission line is installed, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the construction, maintenance, removal, repair, use or existence of such transmission line, whether heretofore or hereafter installed, including damage to such transmission line or any of its appurtenances, to the extent such claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or willful misconduct of the Company, its employees, agents or contractors.

### Concurrence of the Parties to this Agreement

Ameren Transmission Company of Illinois and the Illinois Department of Agriculture concur that this agreement is the complete agreement governing the mitigation of agricultural impacts that may result from the construction of electric transmission lines by the Company. The Company and the Department further concur that reference to the Company's adherence to this agreement should be included in the opinions and findings of the Illinois Commerce Commission should the Commission issue any Certificate of Public Convenience and Necessity for transmission lines that may impact agricultural land.

This effective date of this Agreement is November 8, 2012

Robert F. Flider

(signature)

Robert F. Flider, Acting Director

Dennis W. Weisenborn

(signature)

Dennis W. Weisenborn, Vice President  
Ameren Transmission Company of Illinois  
1901 Chouteau Avenue MC700  
St. Louis, Missouri 63166-6149

State Fairgrounds

(signature)

by Legal Counsel

State Fairgrounds  
801 E. Sangamon Avenue  
Springfield, Illinois 62702

Date November 8, 2012

Date October 31, 2012



## **Additional Items to Consider When Negotiating an Electric Line Easement Contract**

The Illinois Department of Agriculture offers the following items as suggestions for your consideration as you negotiate an easement contract with the electric power company. This list was developed from suggestions offered by other landowners who have negotiated easement contracts on other projects. The Department has no specific recommendations for actions that you should pursue in regard to these items.

You may wish to negotiate or specify in your easement contract such things as:

**Future applicability of the construction standards and policies** - To protect your land from being damaged in the future, you may wish to specify in your easement contract that the electric line construction standards and policies will apply to all future construction, maintenance, and repairs of the electric transmission line and its appurtenances.

**Wet weather construction** - When it is wet enough to prevent normal field operations, transmission line construction can exaggerate many of the agricultural impacts that normally occur, including rutting, compaction, loss of soil structure, and tile crushing, etc. Restricting construction across farmland at such times may be beneficial, but it may be difficult to get the power company to agree to such a restriction, due to the need to keep construction on schedule.

**Prevention of the spread of soybean cyst nematodes** - Some landowners are very concerned about the spread of soybean cyst nematodes onto their land. There are things the company can do to reduce, but not completely eliminate, the possible spread of soybean cyst nematodes, such as power washing and/or fumigating equipment. They can also establish a monitoring and compensation plan. If this is a concern to you, it should be addressed in your easement contract.

**Compaction testing** - You may want to negotiate with the company on a plan to do compaction testing on your right-of-way before and after construction. This would make it easier to determine if yield-limiting compaction still remains after construction has been completed.

**Well water sampling** - If you have a water well that is in close proximity to the electric line, you may want to negotiate with the company to arrange for baseline water quality samples to be taken prior to construction. Should you feel the electric line has had an adverse impact on the well's water quality, the samples will provide you with data from which comparisons can be made.

**Compensation for supervision of construction** - If you see the need to supervise the restoration of your land to ensure everything is done in accordance with your easement contract, you may want to negotiate with the company for compensation of your time or the time of someone you hire to supervise the work.

**Copies of documentation collected on your land** - You may wish to specify in your easement contract that the Company will provide you with any aerial photographs, soil data, water sample data, locations of any temporary or permanent survey markers on your property, etc.

**Indemnification Clause** – If the line is installed on private property, the land owner/farmer (or tenant) may want to add an indemnification clause as part of the easement contract. This clause is designed to protect the landowner from loss and damage that might occur with possible claims arising from electric transmission line construction or maintenance, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such owners, their heirs, successors, legal representatives, and assigns.

Documents/Electric Line additional concerns 2013